

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE 06-Nov-2008		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W917PM-08-R-0092	
				X		9B. DATED (SEE ITEM 11) 01-Oct-2008	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment for W917PM-08-R-0092 is to incorporate the new DBA Insurance rates into the solicitation.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		06-Nov-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

DBA INSURANCE 08**DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2008)**

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

Service	\$4.00	per \$100 of employee remuneration
Construction	\$7.50	per \$100 of employee remuneration
Aviation	\$20.00	per \$100 of employee remuneration
Security	\$12.50	per \$100 of employee remuneration

(b) Bidders/Offerors should compute the total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____
(Total Payroll Not Total Contract Value) Ex:: If total Payroll is \$100,000.00

(2) Applicable DBA Rate: _____
(Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%

(3) Total DBA Cost: _____
(Amount of DBA Premium) Ex:: \$100 K multiplied by 4% is \$4,000.00

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) –CONSTRUCTION (OCT 2008)

- (a) This Special Contract Requirement supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractor's at every tier prior to performance of the contract. The current rate under the USACE and JCC-I/A contract is **\$7.50 per \$100 of compensation for construction.**
- (c) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.
- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.
- (e) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their Managing Broker, Rutherford International.
- (f) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherford International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breach and could cause your contract to be terminated for default/cause.

The following have been deleted:

DBA

(End of Summary of Changes)